

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address LOBEL WEILAND GOLDEN FRIEDMAN LLP Jeffrey I. Golden, State Bar No. 133040 jgolden@lwgfllp.com Reem J. Bello, State Bar No. 198840 rbello@lwgfllp.com 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone 714-966-1000 Facsimile 714-966-1002 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: BARBARA J. MARTINOSKY, Debtor(s).	CASE NO.: 8:16-bk-11294-TA CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 06/13/2017	Time: 11:00 am
Location: United States Bankruptcy Court, Courtroom 5B, 411 West Fourth Street, Santa Ana, California 92701	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 05/30/2017

Description of property to be sold: All of the Estate's right, title and interest in the residential real property located at 9581 Smokey Circle, Huntington Beach, California 92646.

Terms and conditions of sale: Subject to overbid. Earnest money deposit of \$30,000.00 required. Sale is "as is, where is," with no warranties or guaranties of any kind. Offer must be non-contingent and "all cash" to the estate (i.e. buyer has immediately available third-party funding). Sale is subject to Bankruptcy Court approval. Other terms and conditions apply; see motion on file with the Clerk of Court.

Proposed sale price: \$ 850,000.00

Overbid procedure (if any): Overbid increments: \$5,000.00 initial / \$1,000.00 thereafter. \$30,000.00 earnest money deposit.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale Date: June 13, 2017, 11:00 a.m.

Location

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 W. Fourth Street, Courtroom 5B

Santa Ana, CA 92701

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Clarence Yoshikane

HOM / Sotheby's International Realty

1200 Newport Center Drive, Suite 100

Newport Beach, CA 92660

(714) 606-5765, Direct Line

Clarence.Yoshikane@gmail.com

Date: 05/23/2017

Overbid Procedures - Case No. 8:16-bk-11294-TA

The Trustee proposes the following procedure to allow for overbids prior to the Court's approval of the sale of the Property to ensure that the Property is sold for the best possible price:

1. Qualifying bidders ("Qualifying Bidder") shall:
 - a. Bid at least \$855,000.00 in cash for the Property;
 - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth in the Purchase Agreement attached to the Motion as Exhibit "3";
 - c. Be financially qualified, in the Trustee's exercise of her sound business judgment, to close the sale as set forth in the Purchase Agreement;
 - d. Submit an offer that does not contain any contingencies to closing the sale, including, but not limited to, financing, inspection, or repair contingencies;
 - e. Submit a cash deposit for each property in the amount of \$30,000.00 (the "Overbid Deposit") payable to Weneta M.A. Kosmala, Chapter 7 Trustee for the Bankruptcy Estate of Barbara J. Martinosky, in the form of a cashier's check, which Overbid Deposit shall be non-refundable if the bid is deemed to be the Successful Bid, as defined in paragraph 4 below. The Overbid Deposit, written offer, and evidence of financial qualification must be delivered to the Trustee's counsel (at the address shown in the upper left hand corner of the first page of this Motion) by June 9, 2017, at 12:00 p.m.
2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.

3. Any incremental bid in the bidding process shall be at least \$1,000.00 higher than the prior bid.

4. At the hearing on the Motion and upon conclusion of the bidding process, the Trustee shall decide, subject to Court approval, which of the bids is the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the Trustee as the successful bidder (the "Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the sale. At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder (the "Back-Up Bidder") which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell the Property to the Back-Up Bidder without further Court order.

5. Overbids shall be all cash and no credit shall be given to the purchaser or overbidder(s).

6. In the event the Buyer is not the Successful Bidder, then the Successful Bidder shall reimburse the Buyer up to \$1,000.00 in costs incurred. Only a physical inspection, termite inspection and loan appraisal are reimbursable expenses. Monies are to be collected by Pickford Escrow. Proof of monies spent shall be given to the Successful Bidder.

1 **LOBEL WEILAND GOLDEN FRIEDMAN LLP**

Jeffrey I. Golden, State Bar No. 133040

2 jgolden@lwgfllp.com

Reem J. Bello, State Bar No. 198840

3 rbello@lwgfllp.com

650 Town Center Drive, Suite 950

4 Costa Mesa, California 92626

Telephone 714-966-1000

5 Facsimile 714-966-1002

6 Counsel for Chapter 7 Trustee,

Weneta M.A. Kosmala

7

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **SANTA ANA DIVISION**

11 In re

12 BARBARA J. MARTINOSKY,

13 Debtor.

Case No. 8:16-bk-11294-TA

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE'S MOTION FOR ORDER:**

- 14 (1) **AUTHORIZING SALE OF REAL**
15 **PROPERTY FREE AND CLEAR OF**
16 **LIENS, CLAIMS, AND INTERESTS**
PURSUANT TO 11 U.S.C. §§ 363(b)
AND (f);
17 (2) **APPROVING OVERBID PROCEDURES;**
18 (3) **APPROVING BUYER, SUCCESSFUL**
BIDDER, AND BACK-UP BIDDER AS
19 **GOOD-FAITH PURCHASER PURSUANT**
TO 11 U.S.C. § 363(m); AND
20 (4) **AUTHORIZING PAYMENT OF**
UNDISPUTED LIENS, REAL ESTATE
21 **BROKER'S COMMISSIONS AND OTHER**
ORDINARY COSTS OF SALE;

22 **[9581 Smokey Circle, Huntington Beach,**
23 **California 92646]**

24 **DATE: June 13, 2017**
25 **TIME: 11:00 a.m.**
26 **PLACE: Courtroom 5B**
27 **411 West Fourth Street**
28 **Santa Ana, CA 92701**

1 **TO THE DEBTOR, CREDITORS, OFFICE OF THE UNITED STATES TRUSTEE AND**
2 **ALL PARTIES IN INTEREST:**

3 **PLEASE TAKE NOTICE** that on **June 13, 2017, at 11:00 a.m.** in the United States
4 Bankruptcy Court for the Central District of California, Santa Ana Division, located at
5 411 W. Fourth Street, Santa Ana, California, in Courtroom 5B, the Court will hold a
6 hearing on the *Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of*
7 *Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving*
8 *Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-up Bidder as*
9 *Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and (4) Authorizing Payment of*
10 *Undisputed Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale*
11 (the "Motion")¹ filed by Weneta M.A. Kosmala, the chapter 7 trustee ("Trustee") for the
12 estate (the "Estate") of Barbara J. Martinosky (the "Debtor"), which seeks an order:

13 1. approving the Purchase Agreement (defined below) and the sale of the real
14 property located at 9581 Smokey Circle, Huntington Beach, California 92646 (the
15 "Property") as is, where is, with all faults, without warranty or recourse, but free and clear
16 of any and all liens, claims, and interests (described below), together with all
17 improvements, as well as all easements and appurtenances pursuant to 11 U.S.C.
18 §§ 363(b) and (f);

19 a. to Selma L. Turnblom and/or assigns (together, "Buyer"), whose
20 address is 19331 Peachtree, Huntington Beach, California 92648, for \$850,000.00
21 (the "Purchase Price") pursuant to the terms of the *Residential Purchase*
22 *Agreement and Joint Escrow Instructions*, and the *Addendum to Purchase*
23 *Agreement* entered into between the Trustee and the Buyer (together, the
24 "Purchase Agreement"), a copy of which is attached as Exhibit "3" to the Motion; or

25 b. to the successful bidder whose purchase offer for the Property is
26 accepted by the Trustee at the hearing on the Motion;

27 2. approving the overbid procedures set forth in the Motion as summarized
28 below;

1 approving the Buyer, the successful bidder, and the back-up bidder as a
"good faith" purchaser under § 363(m) of the Bankruptcy Code;

4. authorizing the Trustee to pay, through escrow, from the proceeds of the
sale and without further order of the Court, the Champion Lien (or the undisputed portion
of such lien), any other tax liens, the broker's commission, real property taxes and
assessments prorated as of the close of escrow for the sale, and any escrow fees, title
insurance premiums and other ordinary and typical closing costs and expenses payable
by the Trustee pursuant to the Purchase Agreement or in accordance with local custom;

5. determining that the sales proceeds remaining after payment of the items
set forth above (the "Net Proceeds") will not be disbursed without further order of this
Court;

¹ All terms not specifically defined herein shall have the meanings provided in the Motion.

1 6. attaching any unpaid portion of the Champion Lien to the sales proceeds in
2 the same value, priority and scope as such lien currently exists against the Property,
subject to any and all of the Trustee's rights to object to, dispute, or subordinate such lien;

3 7. reserving to the Trustee all rights to object to the validity, scope and priority
4 of any disputed liens, claims and interests;

5 8. authorizing the Trustee to take any and all necessary actions to
consummate the sale of the Property;

6 9. waiving any requirements for lodging periods of the order approving this
7 Motion imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy
rules; and

8 10. waiving the stay of the order approving this Motion imposed by Federal Rule
9 of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules.

10 Assuming a sale price of \$850,000 and sales costs of 6%, there will be no tax
liability to the Estate from the sale.

11 After payment of the Champion Lien, real estate taxes, taking into account the full
12 amount of the Homestead Exemption asserted by Debtor (but which needs to be reviewed
by the Trustee), brokers' commissions, and costs of sale, the sale will generate
13 approximately \$21,675.88 in net proceeds.

14 **PLEASE TAKE FURTHER NOTICE** that the Trustee seeks to sell the Property free
and clear of any and all liens, claims, and interests. According to the Preliminary Report
15 prepared by First American Title Company with an effective date of May 11, 2017 (the
"Title Report"), a copy of which is attached to the Motion as Exhibit "2," the following items
16 have been recorded against the Property:

17 Item 1 – general and special taxes and assessments for the fiscal year
2017-2018, a lien not yet due or payable;

18 Item 2 – general and special taxes and assessments for the fiscal year
2016-2017; first installment \$3,950.51, delinquent; penalty \$395.05; second
19 installment \$3,950.51, delinquent; penalty \$418.05;

20 Item 3 - the lien of supplemental taxes, if any, assessed pursuant to
Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation
21 Code;

22 Items 4 – 7 and 11 - dedications, covenants, conditions, restrictions,
easements and water rights;

23 Item 8 - a deed of trust to secure an original indebtedness of \$938,250.00
24 owing to Mortgage Electronic Registration Systems, Inc., recorded September 8,
2011, as Instrument No. 11-445014 of Official Records;

25 Item 9 – a deed of trust to secure an original indebtedness of \$938,250.00
26 owing to The Secretary of Housing and Urban Development, recorded
September 8, 2011, as Instrument No. 11-445015 of Official Records; and

27 Item 10 – the Bankruptcy Case.
28

1 The Trustee is informed by First American Title Company that items 8 and 9 above
2 have been assigned to Champion Mortgage. The Trustee is informed by Pickford Escrow
that the approximate balance of the Champion Lien is \$593,600.00.

3 The Trustee reserves the right to object to all or any portion of each and every
4 claim or encumbrance that has been or will be asserted against the Property.

5 The Champion Lien and any real property taxes are undisputed unless the payoff
demands contain fees, costs, or interests that appear unsubstantiated. There are no
6 disputed liens against the Property. The Trustee proposes to pay the Champion Lien and
any real property taxes (or the undisputed portions thereof) through escrow.

7 **PLEASE TAKE FURTHER NOTICE that all overbids must be in writing and**
8 **must be submitted to the Trustee's counsel whose address is listed in the top left**
9 **hand corner of the first page of the instant Notice. Overbids are due by June 9,**
10 **2017, at 12:00 p.m.**

11 **PLEASE TAKE FURTHER NOTICE that the overbid procedures sought to be**
12 **approved by the Court are as follows:**

13 1. Qualifying bidders ("Qualifying Bidder") shall:

14 a. Bid at least \$855,000.00 in cash for the Property;

15 b. Set forth in writing the terms and conditions of the offer that are
16 at least as favorable to the Trustee as those set forth in the Purchase
Agreement attached as Exhibit "3";

17 c. Be financially qualified, in the Trustee's exercise of her sound
18 business judgment, to close the sale as set forth in the Purchase
Agreement;

19 d. Submit an offer that does not contain any contingencies to
20 closing the sale, including, but not limited to, financing, inspection, or repair
contingencies;

21 e. Submit a cash deposit for each property in the amount of
22 \$30,000.00 (the "Overbid Deposit") payable to Weneta M.A. Kosmala,
23 Chapter 7 Trustee for the Bankruptcy Estate of Barbara J. Martinosky, in the
form of a cashier's check, which Overbid Deposit shall be non-refundable if
the bid is deemed to be the Successful Bid, as defined in paragraph 4
below. The Overbid Deposit, written offer, and evidence of financial
qualification must be delivered to the Trustee's counsel (at the address
shown in the upper left hand corner of the first page of this Motion) by
June 9, 2017, at 12:00 p.m.

24 2. At the hearing on the Motion, only the Buyer and any party who is deemed a
25 Qualifying Bidder shall be entitled to bid.

26 3. Any incremental bid in the bidding process shall be at least \$1,000.00 higher
than the prior bid.

27 4. At the hearing on the Motion and upon conclusion of the bidding process,
28 the Trustee shall decide, subject to Court approval, which of the bids is the best bid, and
such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the

1 Trustee as the successful bidder (the "Successful Bidder") must pay all amounts reflected
2 in the Successful Bid in cash at the closing of the sale. At the hearing on the Motion, and
3 upon conclusion of the bidding process, the Trustee may also acknowledge a back-up
4 bidder (the "Back-Up Bidder") which shall be the bidder with the next best bid. Should the
5 Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell
6 the Property to the Back-Up Bidder without further Court order.

7
8 5. Overbids shall be all cash and no credit shall be given to the purchaser or
9 overbidder(s).

10 6. In the event the Buyer is not the Successful Bidder, then the Successful
11 Bidder shall reimburse the Buyer up to \$1,000.00 in costs incurred. Only a physical
12 inspection, termite inspection and loan appraisal are reimbursable expenses. Monies are
13 to be collected by Pickford Escrow. Proof of monies spent shall be given to the
14 Successful Bidder.

15 The Motion is based upon the Memorandum of Points and Authorities, the
16 Declarations of Weneta M.A. Kosmala, Clarence Yoshikane, and Selma L. Turnblom and
17 the Exhibits attached to the Motion, all pleadings, papers and records on file with the
18 Court, and on such other evidence, oral or documentary, as may be presented to the
19 Court at the time of the hearing on the Motion.

20 **Your Rights May Be Affected.** You should read these papers carefully and
21 discuss them with your attorney, if you have one. (If you do not have an attorney, you
22 may wish to consult one.)

23 **Deadline for Opposition Papers.** This Motion is being heard on regular notice
24 pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written
25 response with the Court and serve a copy of it upon the Movant or Movant's attorney at
26 the address set forth above no less than **14 days** prior to the above hearing date. If you
27 fail to file a written response to this Motion within such time period, the Court may treat
28 such failure as a waiver of your right to oppose the Motion and may grant the requested
relief.

Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure. The
undersigned hereby verifies that the above hearing date and time were available for this
type of Motion according to the judge's self-calendaring procedures.

PLEASE TAKE FURTHER NOTICE that any party requesting a copy of the Motion
or any supporting documents filed with the Court with respect to the Motion may contact
counsel for the Trustee, Reem J. Bello, Lobel Weiland Golden Friedman LLP by email at
rbello@lwgfllp.com, by mail at 650 Town Center Drive, Suite 950, Costa Mesa, California
92626, or by telephone at (714) 966-1000.

Dated: May 23, 2017

LOBEL WEILAND GOLDEN FRIEDMAN LLP

By: /s/ REEM J. BELLO

REEM J. BELLO

Attorneys for Chapter 7 Trustee
Weneta M.A. Kosmala

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON CHAPTER 7 TRUSTEE'S MOTION FOR ORDER: (1)AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(B) AND (F);(2)APPROVING OVERBID PROCEDURES;(3)APPROVING BUYER, SUCCESSFUL BIDDER, AND BACK-UP BIDDER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(M); AND(4)AUTHORIZING PAYMENT OF UNDISPUTED LIENS, REAL ESTATE BROKER'S COMMISSIONS AND OTHER ORDINARY COSTS OF SALE;** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 23, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **May 23, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 23, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Theodor C. Albert, 411 W. 4th Street, 5th Floor, Santa Ana, CA 92701

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 23, 2017

Date

Kelly Adele

Printed Name

/s/ Kelly Adele

Signature

SERVICE LIST

VIA U.S.MAIL

Barbara J Martinosky
9581 Smokey Circle
Huntington Beach, CA 92646
Debtor

ACAR Leasing Ltd.
Dba GM Financial Leasing
P.O. Box 183853
Arlington, TX 76096

American Express
P.O. Box 15019
Wilmington, DE 19886

American Express
Box 0001
Los Angeles, CA 90096

American Express Centurion Bank
c/o Becket & Klee LLP
P.O. Box 3001
Malvern, PA 19355

Bank of America
P.O. Box 982238
El Paso, TX 79998

Bank of America
P.O. Box 15019
Wilmington, De 19886

Champion Mortgage
P.O. Box 40724
Lansing, MI 48901

Conoco/Phillips 66
P.O. Box 530942
Atlanta, GA 30353

Department Store National Bank
c/o Quantum3 Group LLC
P.O. Box 657
Kirkland, WA 98083

Employment Development Department
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280

Express Net
P.O. Box 659728
San Antonio, TX 72865

Franchise Tax Board
Bankruptcy Section, MS: A-340
P.O. Box 2952
Sacramento, CA 95812

Home Depot Credit Services
P.O. Box 790328
St. Louis, MO 63179

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101

Macy's American Express Account
P.O. Box 9001108
Louisville, KY 40292-1108

Mercedes Benz Financial
P.O. Bo 4115
Concord, CA 94524

Nordstrom
P.O. Box 79134
Phoenix, AZ 85062

PYOD, LLC its successors and assigns
As assignee of Citibank, N.A.
Resurgent Capital Services
P.O. Box 19008
Greenville, SC 29602

Quantum3 Group LLC as agent for
MOMA Funding LLC
P.O. Box 788
Kirkland, WA 98083

SRA Associates, Inc.
SRA Associates
401 Minnetonka Road
Hi Nella, NJ 08083

State Board of Equalization
Account Information Group, MIC: 29
P.O. Box 942879
Sacramento, CA 94279

Synchrony Bank
P.O. Box 965004
Orlando, FL 32896

TD Auto Finance LLC
P.O. Box 16041
Lewiston, ME 04243

Victoria's Secret
P.O. Box 659728
San Antonio, TX 78265

First American Title Company
Attn: Debbie Tognetti
Order Number: O-SA-5246824
4 First American Way
Santa Ana, CA 92707

Theresa Carlini
Branch Manager/Escrow Officer
Pickford Escrow Company
2405 McCabe Way, Suite 115
Irvine, CA 92614

Clarence Yoshikane
Jennifer Toyama
HOM / Sotheby's International Realty
1200 Newport Center Drive, Suite 100
Newport Beach, CA 92660

Keith Wichner
Star Real Estate
20951 Brookhurst Street
Huntington Beach, CA 92646

Selma Turnblom
19331 Peachtree
Huntington Beach, CA 92648

Champion Mortgage
Attn: President
PO Box 40724
Lansing, MI 48901

Champion Mortgage Company
c/o Nationstar Mortgage LLC
CSC-Lawyers Incorporating Service,
Resident Agent
601 Abbott Rd.
East Lansing, MI 48823

Champion Mortgage Co., Inc.
c/o The Corporation Company,
Resident Agent
30600 Telegraph Road
Bingham Farms, MI 48025

Mortgage Electronic Registration Systems, Inc.
c/o GENPACT REGISTERED AGENT, INC.
Agent for Service of Process
15420 Laguna Canyon Rd Ste 100
Irvine, CA 92618

Mortgage Electronic Registration Systems, Inc.
Attn: President
1818 Library St. Ste 300
Reston, VA 20190

The Secretary of Housing and Urban Development
U.S. Department of Housing and Urban Development
451 7th Street S.W.,
Washington, DC 20410

Broker Solutions, Inc.
c/o NATIONAL REGISTERED AGENTS, INC.
Agent for Service of Process
818 West Seventh St Ste 930
Los Angeles, CA 90017

Broker Solutions, Inc.
Attn: President
14511 Myford Road, Suite 100
Tustin, CA 92780

United States Attorney's Office
Federal Building, Room 7516
300 North Los Angeles Street
Los Angeles, CA 90012

United States Department of Justice
Ben Franklin Station
P.O. Box 683
Washington, DC 20044

Electronic Mail Notice List

Reem J Bello rbello@lwgflp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com
Narcie J Ferreira njferreira@aol.com
Sheryl K Ith sith@cookseylaw.com, sith@ecf.courtdrive.com
Weneta M Kosmala (TR) ecf.alert+Kosmala@titlexi.com,
wkosmala@txitrustee.com;dmf@txitrustee.com;kgeorge@kosmalalaw.com
Anish Matchanickal bkyecf@rasflaw.com, ras@ecf.courtdrive.com;bkyecf@rasflaw.com
United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
Joseph A Weber firmanweber@yahoo.com, centralservice.firmanweber@gmail.com

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, California 92626

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 23, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **May 23, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 23, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Theodor C. Albert, 411 W. 4th Street, 5th Floor, Santa Ana, CA 92701

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 23, 2017
Date

Kelly Adele
Printed Name

/s/ Kelly Adele
Signature

Electronic Mail Notice List

Reem J Bello rbello@lwgfllp.com, kadele@wglp.com;lfisk@wglp.com;tziemann@wglp.com
Narcie J Ferreira njferreira@aol.com
Sheryl K Ith sith@cookseylaw.com, sith@ecf.courtdrive.com
Weneta M Kosmala (TR) ecf.alert+Kosmala@titlexi.com,
wkosmala@txitrustee.com;dmf@txitrustee.com;kgeorge@kosmalalaw.com
Anish Matchanickal bkyecf@rasflaw.com, ras@ecf.courtdrive.com;bkyecf@rasflaw.com
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
Joseph A Weber firmanweber@yahoo.com, centralservice.firmanweber@gmail.com